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6 Attorneys for Defendants
7 FORD MOTOR CREDIT COMPANY
LLC dba MAZDA AMERICAN
8 CREDIT

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10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

12 JEREMY WORRALL, as an individual
13 consumer and on behalf of all others
14 similarly situated,

15 Plaintiff,

16 vs.

17 MAZDA MOTOR OF AMERICA, INC.,
a California corporation dba MAZDA
18 NORTH AMERICAN OPERATIONS,
MAZDA AMERICAN CREDIT, INC., and
19 FORD CREDIT, a Delaware limited liability
company,

20 Defendants.

Case No.: 5:CV08-1846 VAP
(PLAx)

**STIPULATION FOR
DISMISSAL OF ENTIRE
ACTION WITH PREJUDICE**

[Fed. R. Civ. P., Rule 41(a)]

1 Plaintiff Jeremy Worrall ("plaintiff") and defendant Ford Motor Credit Company
2 LLC dba Mazda American Credit ("Ford Credit"), through their counsel, stipulate as
3 follows:

4 1. Plaintiff filed this putative class action against Ford Credit and other
5 defendants challenging the application of payments on his Ford Credit account.

6 2. After the lawsuit was filed, plaintiff and Ford Credit conducted an
7 investigation of the claims asserted and determined that the case was not amenable to
8 class certification because the challenged practice, which Ford Credit denies is
9 wrongful, affected only a few persons. Based upon these facts, plaintiff no longer
10 wishes to pursue his class claims and has reached a settlement of his individual claims
11 with Ford Credit.

12 3. No motion for class certification has been filed in this matter, and the
13 Court has not certified any class.

14 4. The dismissal of this case will not preclude putative class members'
15 claims, if any. Ford Credit denies that it violated the Unfair Competition Law, Cal.
16 Bus. & Prof. Code, 17200 *et seq.*, Rosenthal Act, Cal. Civ. Code, § 1788 *et seq.* or any
17 other applicable law with respect to plaintiff or any member of the putative class
18 alleged by plaintiff.

19 5. Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure allows the
20 parties to stipulate to the dismissal of an action at any time. Rule 23(e) does not limit
21 the right to stipulate to dismissal of this putative class action because it only applies to
22 certified classes, and no class has been certified in this matter. No notice is required to
23 putative class members under Rule 23(e) since, as explained above, the settlement and
24 dismissal does not bind them in any way.

25 Accordingly, pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil
26 Procedure, plaintiff and Ford Credit agree that the entire complaint shall be dismissed
27 in its entirety and with prejudice with respect to the claims by plaintiff individually
28

1 against Ford Credit, and without prejudice as to the claims by the putative, uncertified
2 class against Ford Credit.

3 IT IS SO STIPULATED.

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5 DATED: August 24, 2009

SEVERSON & WERSON
A Professional Corporation

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8 By: /s/ Regina J. McClendon
Regina J. McClendon
Attorneys for Defendants
9 FORD MOTOR CREDIT COMPANY LLC dba
10 MAZDA AMERICAN CREDIT

11 DATED: August 24, 2009

HEWELL LAW FIRM

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13 By: /s/ Harold M. Hewell
Harold M. Hewell
14 Attorneys for Plaintiff
15 JEREMY WORRALL

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18 IT IS SO ORDERED
19 Dated August 26 2009
20 Virginia G. M.
21 United States District Judge
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